

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- :

NOVA GROUP, INC., as trustee, sponsor and :

fiduciary of THE CHARTER OAK TRUST :

WELFARE BENEFIT PLAN, :

Judgment Debtor, :

-and- :

Case Nos. 11 CV 1590-LTS-HBP and
11-8726-LTS

Daniel E. Carpenter, Charter Oak Trust Welfare :

Benefit Plan, Grist Mill Capital, LLC, Grist Mill :

Holdings, LLC, the Grist Mill Trust Welfare :

Benefit Plan, Avon Capital, LLC, Hanover Trust :

Company, Carpenter Financial Group and Phoenix :

Capital Management, LLC,

Respondents.

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**NOTICE OF MOTION AND MOTION FOR
TURNOVER AND PERMANENT INJUNCTION**

PLEASE TAKE NOTICE that, upon the accompanying Declaration of Michael Barnett, with Exhibits 1-53, dated October 9, 2013, Petitioner/Judgment Creditor Universitas Education, LLC, by its attorneys Loeb & Loeb LLP, hereby moves this Court before the Hon. Laura Taylor Swain, at the United States Courthouse located at 500 Pearl St., New York, NY 10007, for an Order, pursuant to Fed. R. Civ. P. 69(a)(1) and N.Y. C.P.L.R. § 5225(b):

- a. Directing Respondents Grist Mill Capital, LLC, Daniel E. Carpenter, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital

Management, LLC to each pay (and/or assign or transfer) to Universitas money and/or assets that were improperly transferred to them, directly or indirectly, from Judgment Debtor Nova Group, Inc. (“Nova”) as Trustee of the Charter Oak Trust Welfare Benefit Plan (“Charter Oak Trust”), in the following amounts:

- i. Grist Mill Capital, LLC – \$31,263,842.75
- ii. Daniel E. Carpenter – \$26,776,834.94
- iii. Grist Mill Holdings, LLC – \$21,000,000.00
- iv. Carpenter Financial Group – \$11,140,000.00
- v. Avon Capital, LLC – \$6,710,065.92
- vi. Phoenix Capital Management, LLC – \$5,000,000.00
- vii. Grist Mill Trust Welfare Benefit Plan – \$4,487,007.81
- viii. Hanover Trust Company – \$1,200,000.00

b. Permanently enjoining further transfers of the assets of Respondents, including the following insurance policies (identified by insured last name, insurance carrier and policy number), until Universitas’ judgment is satisfied:

- i. Collins – PHL Variable Insurance Policy No. 975 279 51
- ii. Paulsrud – PHL Variable Insurance Policy No. 975 294 11
- iii. Robertson – PHL Variable Insurance Policy No. 975 295 60
- iv. Zahner – PHL Variable Insurance Policy No. 975 293 42
- v. Bolton – Lincoln Life Policy No. JJ7121879
- vi. Clinard – Lincoln Life Policy No. JJ7105688
- vii. Lowry – Lincoln Life Policy No. JJ7130995
- viii. Nordin – Lincoln Life Policy No. JJ7075457;

- In the event the Respondents have received or will receive any monies or assets in respect of any of these policies (e.g. through a sale or surrender of a policy, or a sale of the beneficial interest in a policy or the Charter Oak Trust), these monies or assets should be turned over to Universitas as property of Nova and the Charter Oak Trust.
- c. Directing the retitling of any insurance policies that were previously held by the Charter Oak Trust and improperly transferred to another entity, including the SunLife policy insuring the life of a woman with the last name Amsterdam (Policy Number 020158601); and
 - d. Directing that Universitas directly receive any monies or assets that PHL Variable Insurance (“PHL”) or an affiliated PHL entity may pay to the Charter Oak Trust, or that the Charter Oak Trust or any of its affiliates receive, in respect of the 4 policies that are the subject of litigation between the Charter Oak Trust and PHL in Connecticut Superior Court.

Universitas certifies that it has used its best efforts to resolve informally the matters raised in this motion.

Dated: New York, New York
October 21, 2013

LOEB & LOEB LLP

By: /s/ Paula Colbath.
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